

MARTIN WALTER and  
ELIZABETH WALTER,  
and GARY WICHROWSKI and  
JAN WICHROWSKI, and  
B & G PROPERTIES,

V.

Defendant.

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Company.

4. Defendant Charles Woods is a natural person and citizen and resident of the State of Tennessee, with his last known address as 1700 West Brush Valley Rd., Knoxville, TN 37849.

5. The transaction and/or occurrence out of which this cause of action arises transpired in Knox County, Tennessee, and, therefore, both jurisdiction and venue in this cause are proper in this Honorable Court.

6. Prior to June 1, 2011, Defendant Auto Owners issued a policy of insurance to the Plaintiffs protecting the insured premises and its contents from the perils listed therein. The policy was identified as Policy No. 004619-03323506-11. The policy also provided coverage for certain damages incurred after the loss.

7. On or about June 1, 2011, a fire and explosion occurred at the insured premises causing damage thereto and the contents therein. Said damage was of the type identified and covered under the policy mentioned above. Plaintiffs also sustained various post loss damages covered under the policy.

8. Upon information and belief, the fire and resulting explosion were caused by Defendant Charles Woods, who through his actions, be they negligent or otherwise, caused the conflagration and explosion which resulted in the Plaintiffs' damages.

9. Plaintiffs have timely performed all conditions precedent to recovery under the policy identified above, including, but not limited to the submission of proofs of loss.

10. Plaintiffs have made demand for full payment of their loss upon Auto Owners, but these demands have gone unanswered.

11. Plaintiffs aver that the actions of Auto Owners set forth herein above constitute a

breach of the contract between the parties for which they seek recovery of their contractual damages and pre-judgment interest and costs.

12. Plaintiffs aver that their loss to the insured premises was the proximate result of the actions of Charles Woods, and were caused by him both directly and proximately, for which they seek recovery from Defendant Woods.

Wherefore, Plaintiffs pray unto the Court for relief in the form of monetary damages in an amount not to exceed the policy limits of \$549,100.00, from the Defendants, and each of them along with the pre-judgment interest herein accrued and their costs. A jury of twelve persons is demanded to try the issues joined.

Respectfully submitted,

s/[LOUIS ANDREW MCELROY, II]

LOUIS ANDREW McELROY, II, BPR#011054

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**Certificate of Service**

I hereby certify that on 13th day of December, 2017, a copy of the foregoing First Amended Complaint was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's electronic filing system.

s/[LOUIS ANDREW MCELROY, II]  
Louis Andrew McElroy, II